



August 25, 2011

OPSCO  
Templeman 5  
New Orleans LA

Attention: John Sens

Job: BCU Replacement (7)  
Location: Perdido St. New Orleans, LA

Quote #: BC11-001

Gootee Services, a Division of Gootee Construction, Inc., appreciates the opportunity to provide you with the following scope of work and price quotation for your review and approval:

**SCOPE OF WORK**

We will provide and install seven (7) chilled water blower coil units including new valves and fittings necessary for seven (7) fully functional systems.

**OUR PROPOSAL EXCLUDES THE FOLLOWING:**

Providing equipment, materials and labor for work not detailed in the Scope of Work defined above.  
Providing labor after our normal business hours of 7:30 a.m. to 3:30 p.m. Monday through Friday.

**OUR PRICE FOR THIS SCOPE OF WORK IS: \$126,000.00**

(All applicable tax is included. Warranty on all parts and labor is thirty (30) days from installation.)

**If you accept our proposal, please sign, date and provide a Purchase Order Number below and return to us via fax (504) 849-0612 or email (jcarrington@gootee.com).**

Gootee Services guarantees the price stated in this Agreement for thirty (30) days from the proposal date. This proposal is subject to the general conditions attached to this form.

\_\_\_\_\_  
J. Alan Maddox

\_\_\_\_\_  
Service Consultant  
Title

\_\_\_\_\_  
August 25, 2011  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order Number

(1) OFFER AND ACCEPTANCE: Gootee Services, a Division of Gootee Construction, Inc. (Seller) offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Buyer, or allowing Seller to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and Seller. Any additional or differing terms and conditions contained on Buyer's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by Seller and shall not become part of the contract between Buyer and Seller unless expressly consented to in writing by Seller. This offer is subject to acceptance within 30 days after date and is based on all work being performed during regular working hours.

(2) TERMS: Terms of Payment for goods shipped and/or services rendered hereunder shall be NET or RECEIPT of INVOICE. Seller reserves the right to add to any account outstanding more than thirty (30) days a change of one and one-half (1-1/2%) percent of the principal amount due at the end of each thirty (30) day period.

(3) INVOICING: Seller reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.

(4) PERFORMANCE: Seller shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the Seller's Credit Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstance beyond the control of the Seller, whether of the class of causes enumerated above or not, which shall prevent Seller from making deliveries or performing services in the usual course of business. In the event of the disapproval of the Seller's Credit Department or the occurrence of any of the above, Seller may, at its sole option, cancel Buyer's Purchase Order without the liability on the part of the Seller. Alternatively, Seller may extend the time for its performance by a period equal to the duration of the cause underlying Seller's failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.

(5) TAXES: Prices quoted are exclusive of taxes. The amount of any present or any future occupation, sales, use, service, excise or other similar tax which Seller shall be liable for either on its own behalf or on behalf of the Buyer, with respect to any orders for machinery or services, shall be in addition to the billing prices and be paid by the Buyer.

(6) WARRANTY: Seller guarantees service work and all materials of Seller manufacture against defects in workmanship and material for 90 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as Seller finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by Seller, but manufactured by others, Seller will extend the same guarantee it receives from the manufacturer.

THIS WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

(7) PATENTS: If there is bought against the Buyer any suit or proceeding based on a claim that an apparatus, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, Seller, if notified promptly in writing and given authority, information and assistance by the Buyer for the defense of same, will defend same and pay all expenses and costs which may be awarded therein against the Buyer. In the event that the Buyer has complied with the conditions just stated and the apparatus, or any part thereof, is held to constitute infringements and its use is enjoined. Seller, in lieu of all other liability except as above stated, will, at its own expense, either procure for the Buyer the right to continue using said apparatus, or replace same with noninfringing apparatus, or modify it so it becomes noninfringing, or remove said apparatus and refund the purchase price thereof, but Seller's liability shall in no case exceed the purchase price of said infringing apparatus.

(8) LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against Seller arising from Seller's performance under this contract must be commenced by Buyer within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer. IN NO EVENT SHALL SELLER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY SELLER FROM BUYER UNDER THE INSTANT CONTRACT, NOR SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.

(9) DELIVERY: Shipping dates are approximate only. No shipping date requested or specified by Buyer will be binding on Seller unless such request or specification is specifically agreed to in writing by an officer of Seller. Shipment shall be F.O.B. factory, with title passing to Buyer upon delivery to the carrier by Seller.

(10) CANCELLATION: Seller reserves the right to collect cancellation charges (including but not limited to all costs and expenses incurred, plus reasonable

(11) DISPUTES AND CHOICES OF LAWS: This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Louisiana. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Metairie, LA, unless another site is mutually agreed between the parties. The parties agree that any part of the arbitration shall be entitled to discovery of the other party as provided by the Federal Rule of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.

(12) COST TO SELLER: In the event it becomes necessary for Seller to incur any costs or expenses in the collection of monies due Seller from Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand shall reimburse Seller for all such costs and expenses (including, but not limited to, reasonable attorney's fees).

(13) ENTIRE AGREEMENT: These terms and conditions, and the matter set forth on the face of Seller's offer to sell, constitute the entire agreement between Seller and Buyer. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of Seller.

(14) ASSIGNMENT: Buyer shall not assign this contract or any interest therein without the prior written consent of Seller. Any actual or attempted assignment without Seller's consent shall entitle Seller, at its sole option, to cancel this contract and, in such event; Seller shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.